

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiteZone Technologies Inc.		01/08/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company of Canada		
Street Address:	800 - 324 8 Avenue SW		
City:	Calgary, AB		
State/Country:	CANADA		
Postal Code:	T2P 2Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6195417	LITEZONE	
CORRESPONDENCE DATA			
Fax Number:	9149930668		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rodrod@rodman-rodman.com		
Correspondent Name:	Rodman and Rodman LLP		
Address Line 1:	10 Stewart Place - 2CE		
Address Line 4:	White Plains, NEW YORK 10603		
NAME OF SUBMITTER:	Charles Rodman		
SIGNATURE:	/Charles Rodman/		
DATE SIGNED:	01/09/2024		
Total Attachments: 5			
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OP \$40.00 6195417

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of January 8, 2024, is made by and between LiteZone Technologies Inc. (the "**Debtor**"), a corporation incorporated under the laws of Alberta, Canada having an office located at 6203 Roper Road NW Edmonton, AB, Canada T6B 3G6 in favor of Computershare Trust Company of Canada (the "**Secured Party**"), a Canadian trust corporation extra-provincially registered under the laws of Alberta, Canada having an office located at 800 - 324 8 Avenue SW Calgary, AB T2P 2Z2.

WHEREAS, pursuant to a Trust Indenture dated August 24, 2023, the Debtor granted a security interest in all of its present and after acquired property to the Secured Party, in its capacity as trustee for the holders of secured convertible debentures (the "**Trust Indenture**").

WHEREAS, the Debtor has further executed and delivered to the Secured Party General Security Agreements dated as of August 24, 2023 and January 8, 2024, made by and between the Debtor and the Secured Party (the "**Security Agreements**").

WHEREAS, under the terms of the Security Agreements, the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Debtor in, to, and under the following (the "**IP Collateral**"):

(a) the patents set forth on Schedule G hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof, and amendments thereto (the "**Patents**");

(b) the trademark registration set forth on Schedule G hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Debtor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Trust Indenture and Security Agreements, which are hereby incorporated by reference. The provisions of the Trust Indenture and Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Trust Indenture, the Security Agreements, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Debtor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LITEZONE TECHNOLOGIES INC.

By:



Name: Gregory L Clarahan

Title: President and Chief Executive Officer

Address for Notices:
6203 Roper Road NW
Edmonton, AB, Canada T6B 3G6
Attention: Gregory Clarahan

Schedule G
LiteZone Technologies Inc.
Trademarks & Patents

Trademarks

1. LITEZONE, registration number 6195417, registered on November 10, 2020 by Litezone Technologies Inc., in association with the following goods: Insulating glass units, namely, units of multiple layers of insulating glass composed of non-electrochromic glass and plastic film layers, separated by air to reduce heat transfer across the insulating glass unit; and
2. LITEZONE, registration number TMA970749, registered on May 12, 2017 by Litezone Technologies Inc., in association with the following goods: (1) Insulating glass units, namely, units of multiple layers, namely glass and plastic film layers, separated by air to reduce heat transfer across the insulating glass unit; and the following services: (1) Installation and servicing, namely, maintenance, cleaning, and replacing of insulating glass units, namely, units of multiple layers, namely glass and plastic film layers, separated by air to reduce heat transfer across the insulating glass unit; (2) Installation and servicing, namely, maintenance, cleaning, and replacing, of windows.

Patents

TITLE	COUNTRY	STATUS	APP. #	FILED	PATENT #	GRANT DATE
PRESSURE COMPENSATED GLASS UNIT	Austria	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Belgium	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Switzerland	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Czechia	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Germany	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Denmark	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Spain	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Finland	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	France	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	United Kingdom	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Hungary	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Ireland	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Italy	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Luxembourg	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Netherlands	Issued		Jul 18, 2014	3022377	May 15, 2019

PRESSURE COMPENSATED GLASS UNIT	Norway	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Poland	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Portugal	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Sweden	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Slovakia	Issued		Jul 18, 2014	3022377	May 15, 2019
PRESSURE COMPENSATED GLASS UNIT	Armenia	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Azerbaijan	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Belarus	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Kyrgyzstan	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Kazakhstan	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Russian Federation	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Tajikistan	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	Turkmenistan	Issued		Jul 18, 2014	031195	Nov 30, 2018
PRESSURE COMPENSATED GLASS UNIT	India	Pending	201617005730	Jul 18, 2014		
PRESSURE COMPENSATED GLASS UNIT	Hong Kong	Issued		Jul 18, 2014	1225088	May 29, 2020
PRESSURE COMPENSATED GLASS UNIT	United States of America	Issued		Oct 17, 2017	10,125,537	Nov 13, 2018
COMPLETED PRESSURE GLASS PACK	Eurasian Patent Office	Issued		Jul 18, 2014	038127	Jul 9, 2021
PRESSURE COMPENSATED GLASS UNIT	Austria	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Belgium	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Switzerland	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Czechia	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Germany	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Denmark	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Spain	Issued		Jul 18, 2014	3567200	Dec 16, 2020
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PRESSURE COMPENSATED GLASS UNIT	Italy	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Luxembourg	Issued		Jul 18, 2014	3567200	Dec 16, 2020

PRESSURE COMPENSATED GLASS UNIT	Norway	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Poland	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Portugal	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Sweden	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	Slovakia	Issued		Jul 18, 2014	3567200	Dec 16, 2020
PRESSURE COMPENSATED GLASS UNIT	China	Issued		Jul 18, 2014	ZL 201480048523.1	Jan 1, 2019
PRESSURE COMPENSATED GLASS UNIT	Canada	Issued		Jul 18, 2014	2918471	Feb 19, 2019
PRESSURE COMPENSATED GLASS UNIT	United States of America	Issued		Jul 18, 2014	9822581	Nov 21, 2017
PRESSURE COMPENSATED GLASS UNIT	Hong Kong	Issued		Jul 18, 2014	HK40015636	May 7, 2021